

SERIAL 07002 C AGGREGATE MATERIALS

DATE OF LAST REVISION: March 17, 2010 CONTRACT END DATE: March 31, 2013

CONTRACT PERIOD THROUGH MARCH 31, ~~2010~~ 2013

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **AGGREGATE MATERIALS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 21, 2007**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

MB/mm
Attach

Copy to: Materials Management
Valerie Chavez, MCDOT

(Please remove Serial 02009-C from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **AGGREGATE MATERIALS**

1.0 INTENT:

The intent of this Invitation for Bid is to establish a pricing agreement for Aggregate Materials, as specifically listed herein. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval to the Department of Materials Management. **AGGREGATE MATERIALS** to be delivered to various Maricopa County using agencies, or loaded at the contractor's location as covered by purchase order only. The bulk of this price agreement is anticipated to utilize the contractor for delivery of materials.

2.0 TECHNICAL SPECIFICATIONS:

This invitation for bids consists of six categories. Each section specifies various aggregate supplies. **BIDDERS MAY BID ON ANY OR ALL CATEGORIES.**

Material shall be in accordance with Maricopa Association of Governments' Uniform Standard Specifications for Public Works Construction (Mag), current edition.

2.1 ROCK, GRAVEL AND SAND:

- 2.1.1 Crushed rock in accordance with Mag Specification 701.2.1 & 701.2.2.
- 2.1.2 Sand in accordance with Mag Specification 701.3.2.
- 2.1.3 Processed natural material (Pit Run) in accordance with Mag Specification 702.3.
- 2.1.4 Asphalt concrete millings blended with aggregate and/or fines conforming to the requirements of Mag Specification Section 702 with a minimum R-Value of 78 when tested in accordance with ASTM D-2844-89 at 300 p.s.i. exudation pressure.

2.2 DECORATIVE ROCK (DECOMPOSED GRANITE) & BOULDERS:

Decomposed granite in accordance with Mag Specification 795.8.4 (Available colors)

2.3 BASE MATERIALS:

Crushed aggregate in accordance with Mag Specification 702.2.

2.4 RIPRAP:

Stone in accordance with Mag Specification 703.

2.5 SLURRY SEAL MATERIALS:

Slurry seal aggregate in accordance with Mag Specification 715.2.2.

2.6 COVER MATERIAL:

Low volume traffic stone chips and high volume traffic stone chips in accordance with Mag Specification 716, except the gradation shall be in accordance with the following tables:

COVER MATERIAL (CHIPS) GRADATION For Low Volume Traffic Only	
Sieve Size	Percent Passing
1/2"	100
3/8"	97-100
1/4"	65-100
No. 8	0-10
No. 200	0-1

COVER MATERIAL (CHIPS) GRADATION For High Volume Traffic Only	
Sieve Size	Percent Passing
3/4"	100
1/2"	97-100
3/8"	70-100
1/4"	0-10
No. 8	0-5
No. 200	0-1

2.7 AWARD:

It is intended that this bid shall be awarded to multiples vendors. Multiple awards shall be made by category and/or category type, and shall also consider delivery ~~flat~~ rates (Primary, 1st Alternate, and 2nd Alternate) based upon lowest responsive/responsible bidder meeting specification. Multiple awards are deemed necessary to allow the County the necessary flexibility for construction operations.

2.8 REMOTE AREAS:

Certain areas such as Gila Bend, Wickenburg, Aguila, and Harquahala Valley are not subject to the contract, and the County reserves the right to obtain materials from local producers in these locations, when required.

2.9 QUANTITIES:

The quantities specified in the invitation for bids are estimates of requirements on a County wide basis. Actual requirements depend on the project, location and nature of work to be performed.

2.10 QUALITY:

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon the notice of deficiency.

2.11 PLANT LOCATION AREAS:

It is the County's intent to utilize contractor delivery facilities for the bulk of the expenditures incurred under the provisions of this price agreement. Provisions in this invitation for bids also allow for County pick up of materials at the contractor's facility. The following quadrants will be used in awarding aggregate supplies by plant locations. Bidders shall offer pricing for delivery within those defined areas:

2.11.1 Area 1 - Northeast: Bell Road alignment north to County line and I-17 and east to the County line.

2.11.2 Area 2 - Southeast: Bell Road alignment south to County line and I-17 alignment east to the County line.

2.11.3 Area 3 - Southwest: Bell Road alignment south to County line and I-17 alignment west to the County line.

2.11.4 Area 4 - Northwest: Bell Road alignment north to County line and I-17 west to the County line.

2.12 DELIVERY:

Delivery shall be F.O.B. Destination to any delivery location within Maricopa County.

2.13 EXPEDITED DELIVERY:

2.13.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.

2.13.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

2.13.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.14 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.14.1 Contract Serial number.

2.14.2 Contractor's name and address.

2.14.3 Using Agency name and address.

2.14.4 Using Agency purchase order number.

2.14.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.15 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within _ () working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

2.16 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.17 STOCK:

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

2.18 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center(s) within the Phoenix, Arizona metropolitan area capable of providing the material(s) listed herein at the time of bid submission.

2.19 DISCONTINUED MATERIALS:

2.19.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

- 2.19.1.1 Documentation from the manufacturer that the material has been discontinued.
- 2.19.1.2 Documentation that names the replacement material.
- 2.19.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.
- 2.19.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.
- 2.19.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.19.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.20 INVOICES AND PAYMENTS:

2.20.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.20.1.1 Company name, address and contact
- 2.20.1.2 County bill-to name and contact information
- 2.20.1.3 Contract Serial Number
- 2.20.1.4 County purchase order number
- 2.20.1.5 Invoice number and date
- 2.20.1.6 Payment terms
- 2.20.1.7 Date of service or delivery
- 2.20.1.8 Contract Item number(s)
- 2.20.1.9 Description of Purchase (product or services)
- 2.20.1.10 Pricing per unit of purchase
- 2.20.1.11 Freight (if applicable)
- 2.20.1.12 Extended price
- 2.20.1.13 Mileage w/rate (if applicable)
- 2.20.1.14 Arrival and completion time (if applicable)
- 2.20.1.15 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.20.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.20.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.21 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3) optional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract bi-annual date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.6 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.6.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.6.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.6.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.7 ORDERING AUTHORITY.

- 3.7.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).
- 3.7.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.7.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.
- 3.7.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

MATTHEW BAUER ~~WALT PRICE~~, PROCUREMENT OFFICER, 602-506-3454
(bauerm002@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM BAKER, PURCHASING MANAGER, TRANSPORTATION DEPARTMENT
(JimBaker@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 EVALUATION CRITERIA.

3.9.1 The evaluation of bids shall be based on, but will not be limited to, the following:

3.9.1.1 Compliance with specifications.

3.9.1.2 Price.

3.9.1.3 Determination of responsibility.

3.9.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.10 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hard copy (labeled), one (1) extra hard copy and one (1) electronic copy of pricing pages (Attachment A); shall be in Excel format, NO pdf files), on CD. Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.11.1 ADDITIONAL PRICING:

The Contractor is strongly encouraged to offer additional pricing for related items, materials, components which are not specifically addressed as line items in this solicitation. Pricing offered should be noted on the pricing pages of the Contractor's bid in the format requested.

3.12 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

3.12.1 **Mandatory:** One (1) original hard copy (labeled), one (1) extra hard copy and one (1) electronic copy (Excel format only) of pricing on a CD;

3.12.2 **Mandatory:** Attachment "A", Pricing (Excel format only);

3.12.3 **Mandatory:** Attachment "B", Agreement; and

3.12.4 **Mandatory:** Attachment "C", References.

3.12.5 Samples, if required.

3.13 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.13.1 **By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These**

warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

- 3.13.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.14 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

- 3.14.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- 3.14.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.15 **CONTRACTOR LICENSE REQUIREMENT:**

- 3.15.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.
- 3.15.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract

3.16 **POST AWARD MEETING:**

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

LAFARGE NORTH AMERICA, 11500 W. BEARDSLEY RD. SUN CITY, AZ 85373
22252 NETWORK PLACE, CHICAGO, IL 60673

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____YES __X__NO

PRICING SHEET NIGP CODE: 7503501, 7507701

1.0 PRICING:

<u>Description</u>		<u>Estimated Qty (In Tons)</u>	<u>FOB Plant (per Ton)</u>
1.1 Rock, Gravel & Sand			
1.1.1 Crushed Rock			
1.1.1.1	3/4" Minus (#5 Rock)	1,000	\$ 8.75 plant 1 only
1.1.1.2	1" Minus (#57 Rock)	1,000	\$ 9.50 plant 1 \$ 9.25 plant 3
1.1.1.3	1-1/2" Minus	1,000	\$ 9.50 plant 1 \$ 10.00 plant 3 \$ 8.00 plant 6
1.1.1.5	Concrete Sand	1,000	\$ 11.00 plant 1 only
1.1.1.6	Washed Concrete Sand	1,000	\$ 11.00 plant 1 only
1.1.1.7	Plaster Sand	1,000	\$ 10.50 plant 1 only
1.1.1.8	Grout Mix	1,000	\$ 11.00 plant 1 only
1.1.2 Decorative Rock			
1.1.2.3	1/2" Minus	1,000	\$ 30.00
List Colors Available: <u>Madison Gold</u>			
1.1.3 Base Material			
1.1.3.2	Aggregate Base 1-1/8" (ABC)	12,500	\$ 5.50 7.25 plant 1, plant 2 \$ 6.75 plant 6
1.1.3.3	Aggregate Mix 3/4"	500	\$ 13.00 plant 1 only
1.1.3.4	Pit Run	1,000	\$ 6.50 plant 1 only
1.1.3.5	Fill Dirt	1,000	\$ 5.00 All plants
1.1.3.7	Screened Silt Dirt	1,000	\$ 8.00 plant 1 only

LAFARGE NORTH AMERICA, 11500 W. BEARDSLEY RD. SUN CITY, AZ 85373
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<u>Description</u>		<u>Estimated Qty (In Tons)</u>	<u>FOB Plant (per Ton)</u>
1.1.4 Rip Rap			
1.1.4.1	Stone	500	\$ 180.00 plant 1 only
1.1.4.2	6" (+) River Rock	5,000	\$ 10.00 plant 1 only
1.1.4.3	6" (-) River Rock	1,000	\$ 10.00 plant 1 only
1.1.4.4	12" (+) River Rock	1,000	\$ 10.00 plant 1 only
1.1.6 Cover Material			
1.1.6.1	Stone Chips, Low Volume Traffic	12,000	\$ 14.00 plant 1 only
1.1.6.2	Stone Chips, High Volume Traffic	35,000	\$ 15.00 plant 1 only
1.1.7 Delivery Flat Rate:			
Area 1	\$ 1.60 First Mile \$ 0.39 Each additional mile		
Area 2	\$ 1.60 First Mile \$ 0.39 Each additional mile		
Area 3	\$ 1.60 First Mile \$ 0.39 Each additional mile		
Area 4	\$ 1.60 First Mile \$ 0.39 Each additional mile		
1.1.8 Return Delivery Rate (non-rejected material)			
Area 1	\$ 1.60 First Mile \$ 0.39 Each additional mile		
Area 2	\$ 1.60 First Mile \$ 0.39 Each additional mile		
Area 3	\$ 1.60 First Mile \$ 0.39 Each additional mile		
Area 4	\$ 1.60 First Mile \$ 0.39 Each additional mile		
1.2 Minimum Order			
Picked Up	5 / Tons		
Delivered	22 / Tons		
1.3 Standby Time Rate			
\$ 80.00 / Hour after 15 minutes			

LAFARGE NORTH AMERICA, 11500 W. BEARDSLEY RD. SUN CITY, AZ 85373
22252 NETWORK PLACE, CHICAGO, IL 60673

1.4 Plant Locations

Please List all plant locations

Plant 1
115 Ave & Beardsley
Sun City, AZ

____ Plant 3
____ 20th St & Beardsley
____ Phoenix, AZ

‡

____ Plant 6
____ 7th Ave & Happy Valley
____ Phoenix, AZ

Plant 2
21209 W. Beloit Rd
Buckeye, AZ

Terms:	Net 30
Vendor Number:	W000009207 X
Telephone Number:	623-566-3000
Fax Number:	303-566-3092
Contact Person:	Kelly Coppens Cassie Blue
E-mail Address:	Kelly.coppens Cassie.Blue@lafarge-na.com
Company Web Site:	www.lafargenorthamerica.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2010 2013.

MDI ROCK, PO BOX 71369, PHOENIX, AZ 85050

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X__ YES ___ NO

PRICING SHEET NIGP CODE: 7503501, 7507701

1.0 PRICING:

<u>Description</u>		<u>Estimated Qty (In Tons)</u>	<u>FOB Plant (per Ton)</u>
1.1 Rock, Gravel & Sand			
1.1.1 Crushed Rock			
1.1.1.1	3/4" Minus	1,000	\$ 20.00
1.1.1.2	1" Minus	1,000	\$ 9.00
1.1.1.3	1-1/2" Minus	1,000	\$ 35.00
1.1.1.4	2" Minus	1,000	\$ 25.00
1.1.1.5	Concrete Sand	1,000	\$ 19.00
1.1.1.6	Washed Concrete Sand	1,000	\$ 19.00
1.1.1.7	Plaster Sand	1,000	\$ 19.00
1.1.1.8	Grout Mix	1,000	\$ 24.00
1.1.2 Decorative Rock			
1.1.2.1	3/8" Screened	1,000	\$ 19.00
1.1.2.2	3/8" Minus	1,000	\$ 16.50
List Colors Available: <u>Madison Gold, Rainbow Gold, Yavapai Coral, Cinnamon Brwon, Black Cherry, Autumn Gold, Sunset Gold, Desert Granite, Santa Fe Beige, Dutchman's Gold</u>			
1.1.2.3	1/2" Minus	1,000	\$ 24.00
List Colors Available: <u>Madison Gold, Rainbow Gold, Yavapai Coral, Cinnamon Brwon, Black Cherry, Autumn Gold, Sunset Gold, Desert Granite, Santa Fe Beige, Dutchman's Gold</u>			
1.1.2.4	3/4" Minus	1,000	\$ 22.00
List Colors Available: <u>Madison Gold, Rainbow Gold, Yavapai Coral, Cinnamon Brwon, Black Cherry, Autumn Gold, Sunset Gold, Desert Granite, Santa Fe Beige, Dutchman's Gold</u>			
1.1.3 Base Material			
1.1.3.1	Select material Type A	1,000	\$ 9.00
1.1.3.2	Aggregate Base 1-1/8" (ABC)	12,500	\$ 9.00

MDI ROCK, PO BOX 71369, PHOENIX, AZ 85050

<u>Description</u>		<u>Estimated Qty (In Tons)</u>	<u>FOB Plant (per Ton)</u>
1.1.3.3	Aggregate Mix 3/4"	500	\$ 19.00
1.1.3.4	Pit Run	1,000	\$ 8.00
1.1.3.5	Fill Dirt	1,000	\$ 8.00
1.1.3.7	Screened Silt Dirt	1,000	\$ 11.00
1.1.4 Rip Rap			
1.1.4.1	Stone	500	\$ 28.00
1.1.4.2	6" (+) River Rock	5,000	\$ 16.00
1.1.4.3	6" (-) River Rock	1,000	\$ 16.00
1.1.4.4	12" (+) River Rock	1,000	\$ 26.00
1.1.5 Slurry Seal Materials			
1.1.5.1	Slurry Seal Aggregate Type I	1,000	\$ 20.00
1.1.5.2	Slurry Seal Aggregate Type II	1,000	\$ 20.00
1.1.6 Cover Material			
1.1.6.1	Stone Chips, Low Volume Traffic	12,000	\$ 16.00
1.1.6.2	Stone Chips, High Volume Traffic	35,000	\$ 16.00
1.1.7 Delivery Flat Rate:			
Area 1	\$ 234.00 / Each Trip	Price per mile - \$ 6.00 per mile	
Area 2	\$260.00 / Each Trip	Price per mile - \$ 6.00 per mile	
Area 3	\$285.00 / Each Trip	Price per mile - \$ 6.00 per mile	
Area 4	\$275.00 / Each Trip	Price per mile - \$ 6.00 per mile	
Area 1	\$ 126.00 / Each Trip	Price per mile - \$4.00 per mile	
Area 2	\$ 126.00 / Each Trip	Price per mile - \$4.00 per mile	
Area 3	\$ 126.00 / Each Trip	Price per mile - \$4.00 per mile	
Area 4	\$ 126.00 / Each Trip	Price per mile - \$4.00 per mile	

MDI ROCK, PO BOX 71369, PHOENIX, AZ 85050

1.1.8 Return Delivery Rate (non-rejected material)

1.2 Minimum Order

Picked Up 12 / Tons

Delivered 24 / Tons

1.3 Standby Time Rate

\$ 1.00 / Minute after 15 minutes

1.4 Plant Locations

Please List all plant locations

Not all products at all sites

1. 2815 E. Rose Garden Lane, Phoenix
2. 10255 W. Northern, Glendale
3. 15801 W. Eddie Albert Way, Goodyear
4. 14900 E. Hwy 169, Dewey

Terms:	Net 30
Vendor Number:	W000004986 X
Telephone Number:	602-569-8722
Fax Number:	602-569-8722
Contact Person:	Mike Denny
E-mail Address:	miked@mdirock.com
Company Web Site:	www.mdirock.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2010 2013 .

MESA MATERIALS, PO BOX 20040, MESA, AZ 85277-0040

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X__ YES ____NO

PRICING SHEET NIGP CODE: 7503501, 7507701

1.0 PRICING:

<u>Description</u>		<u>Estimated Qty (In Tons)</u>	<u>FOB Plant (per Ton)</u>
1.1 Rock, Gravel & Sand			
1.1.1 Crushed Rock			
1.1.1.1	3/4" Minus	1,000	\$ 8.35
1.1.1.6	Washed Concrete Sand	1,000	\$ 10.35
1.1.3 Base Material			
1.1.3.2	Aggregate Base 1-1/8" (ABC)	12,500	\$ 6.75
1.1.3.3	Aggregate Mix 3/4"	500	\$ 11.25
1.1.3.5	Fill Dirt	1,000	\$ 2.00
1.1.5 Slurry Seal Materials			
1.1.5.2	Slurry Seal Aggregate Type II	1,000	\$ 9.50
1.1.6 Cover Material			
1.1.6.1	Stone Chips, Low Volume Traffic	12,000	\$ 12.25
1.1.6.2	Stone Chips, High Volume Traffic	35,000	\$ 12.25
1.1.7 Delivery Flat Rate:			
Area 1	\$ 238.00 / Each Trip		
Area 2	\$ 238.00 / Each Trip		
Area 3	\$ 238.00 / Each Trip		
Area 4	\$ 238.00 / Each Trip		
1.1.8 Return Delivery Rate (non-rejected material)			
Area 1	\$ 115.00 / Each Trip		
Area 2	\$ 115.00 / Each Trip		
Area 3	\$ 115.00 / Each Trip		
Area 4	\$ 115.00 / Each Trip		

MESA MATERIALS, PO BOX 20040, MESA, AZ 85277-0040

1.2 Minimum Order

Delivered 24 / Tons

1.3 Standby Time Rate

\$ 1.33 / Minute after 15 minutes

1.4 Plant Locations

Please List all plant locations

Mesa Plant: 3410 N. Higley Rd, Mesa, AZ 85277

Sun Plant: 7845 W. Broadway Rd, Phoenix, AZ 85043

Coolidge Plant: 14152 N. Attaway Rd, Coolidge, AZ 85228

1.5 Additional Pricing

Slurry Seal Aggregate Type III \$ 9.50 per ton

Additional Freight:

Partial Loads: \$ 80.00 per hour

Alternate or

Remote Delivery: \$ 1.25 for the first mile and \$ 0.25 for each additional mile. Minimum 10 miles.

Terms: 2% 30 Net 31

Vendor Number: W000003611 X

Telephone Number: 480-830-1521

Fax Number: 480-981-9255

Contact Person: Sheila Roames

E-mail Address: sroames@mesamaterials.com psouthway@mesamaterials.com

Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2010** ~~2010~~ **2013**.

CEMEX CONSTRUCTION MATERIALS, 4646 E. VAN BUREN ST, SUITE 250, PHOENIX, AZ 85008701 N. 44TH STREET, PHOENIX, AZ 85008426 N. 44TH STREET, PHOENIX, AZ 85008RINKER MATERIALS, 701 N. 44TH STREET, PHOENIX, AZ 85008OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET NIGP CODE: 7503501, 7507701

1.0 PRICING:

<u>Description</u>		<u>Estimated Qty (In Tons)</u>	<u>FOB Plant (per Ton)</u>
1.1 Rock, Gravel & Sand			
1.1.1 Crushed Rock			
1.1.1.1	3/4" Minus	1,000	\$ 16.80
1.1.1.2	1" Minus	1,000	\$ 16.80
1.1.1.3	1-1/2" Minus	1,000	\$ 16.80
1.1.1.5	Concrete Sand	1,000	\$ 16.80
1.1.1.6	Washed Concrete Sand	1,000	\$ 16.80
1.1.1.7	Plaster Sand	1,000	\$ 19.20
1.1.1.8	Grout Mix	1,000	\$ 21.60
1.1.2 Decorative Rock			
1.1.2.2	3/8" Minus	1,000	\$ 7.80
List Colors Available: <u>Brown, Gold</u>			
1.1.2.3	1/2" Minus	1,000	\$ 14.40
List Colors Available: <u>Brown, Gold</u>			
1.1.3 Base Material			
1.1.3.2	Aggregate Base 1-1/8" (ABC)	12,500	\$ 9.60
1.1.4 Rip Rap			
1.1.4.1	Stone	500	\$ 16.80
1.1.4.2	6" (+) River Rock	5,000	\$ 16.80
1.1.4.3	6" (-) River Rock	1,000	\$ 16.80

CEMEX CONSTRUCTION MATERIALS, 4646 E. VAN BUREN ST, SUITE 250, PHOENIX, AZ 85008
701 N. 44TH STREET, PHOENIX, AZ 85008
426 N. 44TH STREET, PHOENIX, AZ 85008
RINKER MATERIALS, 701 N. 44TH STREET, PHOENIX, AZ 85008

1.1.7 Delivery Flat Rate:

Area 1 SEE ADDITIONAL PRICING
 Area 2 SEE ADDITIONAL PRICING
 Area 3 SEE ADDITIONAL PRICING
 Area 4 SEE ADDITIONAL PRICING

1.1.8 Return Delivery Rate (non-rejected material)

Area 1 SEE ADDITIONAL PRICING 1.6
 Area 2 SEE ADDITIONAL PRICING 1.6
 Area 3 SEE ADDITIONAL PRICING 1.6
 Area 4 SEE ADDITIONAL PRICING 1.6

1.2 Minimum Order

Picked Up 10 / Tons
 Delivered 20 / Tons

1.3 Standby Time Rate

\$ 1.50 / Minute after 15 minutes

1.4 Plant Locations

Please List all plant locations

1370 Buckeye Ranch – Watson & Beloit
 1371 West Valley – 115th Ave & Northern
 1372 Central – 2875 S. 7th Ave, Phoenix, AZ 85041
 1374 59th Ave – 59th Ave & Southern, Phoenix, AZ
 1378 Hassayampa – 339th Ave & I-10
 1448 Beeline – Beeline & McDowell, Mesa, AZ 85256
 1449 Gomez – 27th Ave & Broadway, Phoenix, AZ
 1450 El Mirage – Northern & El Mirage, El Mirage, AZ 85307
 1451 19th Ave – 3640 S. 19th Ave, Phoenix, AZ 85009
 1452 Glendale – 11920 W. Glendale Ave, Glendale, AZ 85307
 1453 Jomax – Lake Pleasant Pkwy & North of Jomax
 1455 Queen Creek - Schnepf & Combs, Queen Creek, AZ
 1463 Coolidge – Hwy 287 & Attaway Rd, Coolidge, AZ 85228
 1478 Florence – Hunt Hwy, 2 mi. E. of Attaway Rd
 1499 Table Mesa – 7 mi. N. of Anthem
 1538-141 Maricopa – Maricopa Rd & Gila River G.R.I.C., AZ 85239
 1538-148 Sacaton – Hwy 587, 2 mi. N. of Casa Blanca Rd, G.R.I.C., AZ

CEMEX CONSTRUCTION MATERIALS, 4646 E. VAN BUREN ST, SUITE 250, PHOENIX, AZ 85008
701 N. 44TH STREET, PHOENIX, AZ 85008
426 N. 44TH STREET, PHOENIX, AZ 85008
RINKER MATERIALS, 701 N. 44TH STREET, PHOENIX, AZ 85008

1.6 Additional Pricing

First Mile	\$ 2.14 per ton per mile
Additional Miles	\$ 0.22 per ton per mile

Terms: Net 30

Vendor Number: ~~W000007603 X~~ **W000003281 X**

Telephone Number: ~~602-220-5201~~ **602/416-2600**

Fax Number: ~~602-220-5299~~ **602/416-2860**

Contact Person: ~~Lynn Idleman~~ **Lana Reiter**

E-mail Address: ~~lidleman@rinker.com~~ Lana.Reiter@cemexusa.com
pmalott@cemexusa.com

Company Web Site: ~~www.rinker.com~~ www.rinker.com

Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2010 2013.**

VULCAN MATERIALS, 2526 E UNIVERSITY DRIVE, PHOENIX, AZ 85034

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

PRICING SHEET NIGP CODE: 7503501, 7507701

1.0 PRICING:

<u>Description</u>		<u>Estimated Qty (In Tons)</u>	<u>FOB Plant (per Ton)</u>
1.1 Rock, Gravel & Sand			
1.1.1 Crushed Rock			
1.1.1.1	3/4" Minus	1,000	\$ 11.50 All Plants
1.1.1.2	1" Minus	1,000	\$ 11.50 All Plant
1.1.1.3	1-1/2" Minus	1,000	\$ 11.50 Plants 18, 26, 27
1.1.1.5	Concrete Sand	1,000	\$ 12.00 Plants 26, 27, 28, 18, 24
1.1.1.6	Washed Concrete Sand	1,000	\$ 12.00 Plants 26, 27, 28, 18, 24
1.1.1.7	Plaster Sand	1,000	\$ 16.00 Plants 24, 27
1.1.3 Base Material			
1.1.3.2	Aggregate Base 1-1/8" (ABC)	12,500	\$ 9.00 Plants 26, 28, 24, 12, 18
1.1.3.3	Aggregate Mix 3/4"	500	\$ 11.50 All Plants
1.1.7 Delivery Flat Rate:			
Area 1	\$ 12.00 per ton / Each Trip		
Area 2	\$ 11.00 per ton / Each Trip		
Area 3	\$ 8.25 per ton / Each Trip		
Area 4	\$ 9.00 per ton / Each Trip		
1.1.8 Return Delivery Rate (non-rejected material)			
Area 1	\$ 12.00 per ton / Each Trip		
Area 2	\$ 11.00 per ton / Each Trip		
Area 3	\$ 8.25 per ton / Each Trip		
Area 4	\$ 9.00 per ton / Each Trip		
1.2 Minimum Order			
Picked Up	1 / Tons		
Delivered	24 / Tons		

VULCAN MATERIALS, 2526 E UNIVERSITY DRIVE, PHOENIX, AZ 85034

1.3 Standby Time Rate

\$ 74.00 per hour / Minute after 15 minutes

1.4 Plant Locations

Please List all plant locations

Plant #12 Sun City – 14521 N. 115th Ave, El Mirage, AZ 85335
Plant #18 West – 4830 S. 43rd Ave, Phoenix, AZ 85041
Plant #24 Litchfield – 11923 W. Indian School, Avondale, AZ 85039
Plant #26 Peoria – 11495 W. Hatfield, Sun City, AZ 85310
Plant #27 Avondale – 5301 S. Dysart, Avondale, AZ 85323
Plant #28 Val Vista – 3410 E. Virginia, Mesa, AZ 85213

1.7 Additional Pricing

GSA – Base – Recycled Asphalt/Concrete to MAG \$ 6.50 Plants 12, 24, 27

Terms:	Net 30
Vendor Number:	W000001469 X
Telephone Number:	602-528-8973
Fax Number:	602-528-8979
Contact Person:	Teresa Coleman
E-mail Address:	colemant@vmcmail.com
Company Web Site:	www.vulcanmaterials.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2010 2010 2013 .